

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA
PHILADELPHIA DIVISION

IN RE: WILLIAM STEVEN STANAITIS)	
PENNY MIFFLIN STANAITIS)	CHAPTER 13
<u>Debtor(s)</u>)	
)	CASE NO. 23-12187-PMM
ACAR LEASING LTD)	
dba GM FINANCIAL LEASING)	11 U.S.C. 362
<u>Moving Party</u>)	
)	HEARING DATE: <u>5-8-24 at 1:00 PM</u>
v.)	
)	
WILLIAM STEVEN STANAITIS)	
PENNY MIFFLIN STANAITIS)	
<u>Respondent(s)</u>)	
)	
KENNETH E. WEST)	
<u>Trustee</u>)	

**STIPULATION OF SETTLEMENT OF MOTION OF ACAR LEASING FOR RELIEF
FROM THE AUTOMATIC STAY**

This matter having been brought before the Court on a Motion For Relief From The Automatic Stay by William E. Craig, Esquire, attorney for ACAR Leasing LTD d/b/a GM Financial Leasing ("ACAR"), and the Debtors having opposed such Motion through their counsel, Michael Assad, Esquire, and the parties having resolved said Motion as hereinafter set forth and by the agreement of all counsel the parties hereby stipulate;

ORDERED:

1. That ACAR is the owner and lessor of a 2021 Chevrolet Equinox bearing vehicle identification number 2GNAXUEV5M6156504.
2. That with the entry of this Order, the Debtors have assumed the lease.
3. That the parties stipulate that the Debtors' account has arrears through May 2024 in the amount of \$2,905.56.
4. That the Debtors are to cure the arrearage set forth in paragraph three (3) above by making their regular monthly payment of \$415.08 plus an additional \$726.39 (for a total monthly payment of \$1,141.47) for the months of June through September 2024.

5. That commencing June 2024 if the Debtors fail to make any payment to ACAR within thirty (30) days after the date it falls due, ACAR may send, via electronic and regular mail, the Debtors and counsel a written notice of default of this Stipulation. If the default is not cured within ten (10) days of the date of the notice, counsel may file a Certification of Default with the Court and serve it on all interested parties, and the Court shall enter an Order granting relief from the automatic stay.
6. That upon lease maturity, the Debtors must either surrender the vehicle or purchase it in accordance with the lease end purchase option. Upon lease maturity, ACAR shall be entitled to immediate stay relief and may repossess (if necessary) and sell said vehicle without further application to the Court. The terms of this paragraph are deemed to be self-executing in nature.
7. That the Debtors must maintain proper insurance coverage. There must be full comprehensive and collision coverage deductibles of \$500.00 each. ACAR must be listed as the loss payee. If the Debtors fail to maintain proper vehicle insurance coverage, or the Debtors fails to provide proof of such coverage upon request by ACAR then, ACAR may send, by electronic and regular mail, the Debtors and counsel a written notice of default of this Stipulation. If the default is not cured within ten (10) days of the date of the notice, counsel may file a Certification of Default with the Court and serve it on all interested parties, and the Court shall enter an Order granting relief from the automatic stay.
8. That the parties agree that a facsimile signature shall be considered an original signature.

We hereby agree to the form and entry of this Order:

/s/ Michael Assad

Michael Assad, Esquire
Attorney for the Debtors

/s/ William E. Craig

William E. Craig, Esquire
Attorney for ACAR Leasing LTD
d/b/a GM Financial Leasing

/s/ Jack Miller

Jack Miller
For Kenneth E. West
Chapter 13 Trustee

No Objection

Without Prejudice To Any Rights Or Remedies